

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application)	<u>PATENT APPLICATION</u>
)	
Inventor(s):	Gideon Bollag)
	Anne Crompton)
	Anne North)
	William Roscoe)
	Sanju Sharma)
)	
SC/Serial No.:	60/049,879)
)	
Filed:	June 17, 1997)
)	
Title:	Methods and Compositions for)
	Treating Abnormal Cell Growth)
	Related to Unwanted Guanine)
	Nucleotide Exchange Factor)
	Activity)
)	

DECLARATION FOR PATENT APPLICATION
AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHODS AND COMPOSITIONS FOR TREATING ABNORMAL CELL
GROWTH RELATED TO UNWANTED GUANINE NUCLEOTIDE EXCHANGE
FACTOR ACTIVITY**

the specification of which (check applicable ones):

☒ [X] was filed with the above-identified "Filed" date and "SC/Serial No."

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and

further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint Gregory Giotta, Reg. No. 32,028 and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

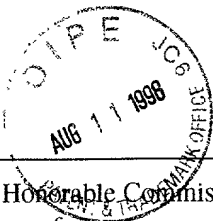
- (1) Full name of sole
or first inventor: Gideon Bollag
- (1) Residence: 172 Catalina Drive, Hercules, CA 94547
- (1) Citizenship: U.S.A.
- (1) Inventor(s) signature: *Gideon Bollag*
- (1) Date: 6-25-97

- (2) Full name of second
joint inventor: Anne Crompton
- (2) Residence: 2 Bellair Place, San Francisco, CA 94133
- (2) Citizenship: U.S.A.
- (2) Inventor(s) signature: *Anne Crompton*
- (2) Date: 6-24-97

- (3) Full name of third
joint inventor: Anne North
- (3) Residence: 584 Little Road, Pleasant Hill, CA 94523
- (3) Citizenship: U.S.A. British / USA permanent resident
- (3) Inventor(s) signature: Anne North
- (3) Date: 6/24/97

- (4) Full name of Fourth
joint inventor: William Roscoe
- (4) Residence: 3099 California Street, San Francisco, CA 94115
- (4) Citizenship: U.S.A.
- (4) Inventor(s) signature: William Roscoe
- (4) Date: 6-24-97

- (5) Full name of fifth
joint inventor: Sanju Sharma
- (5) Residence: 2514 Piedmont Avenue, Berkeley, CA 94703
- (5) Citizenship: U.S.A.
- (5) Inventor(s) signature: Sanju Sharma
- (5) Date: 5/19/98



08-24-1998



100799272

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

8/11/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Gideon Bollag, Anne Crompton, Anne North William Roscoe and Sanju Sharma</p> <p>Additional names(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Onyx Pharmaceuticals, Inc.</u></p> <p>Address: <u>3031 Research Drive</u> <u>Richmond, CA 94806</u></p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment</p> <p>Execution Date: various</p>		<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.: 09/079,812</p> <p>Title: Methods and Compositions for Treating Abnormal Cell Growth Related to Unwanted Guanine Nucleotide Exchange Factor Activity</p> <p>Filed Date: <u>May 15, 1998</u></p>		<p>B. Patent No(s).:</p>	
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If this document is being filed together with a new application, the execution date of the application is: <u>June 17, 1997</u></p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Gregory Giotta, Ph.D.</p> <p>Address: Onyx Pharmaceuticals, Inc. 3031 Research Drive Richmond, CA 94806</p> <p>Telephone: <u>(510) 262-8710</u></p>		<p>6. Total Number of applications and patents involved: <input checked="" type="checkbox"/> X \$40.00 each</p> <p>7. Total fee (37CFR 3.41)\$ <u>40.00</u> <input type="checkbox"/> Check Enclosed</p> <p>8. Fee Authorization. Authorization is given to charge any additional fees or credit or overpayment to Deposit Account No. 15-0615.</p> <p>Copy. (A duplicate copy of this authorization is not enclosed.)</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p><u>Gregory Giotta, Ph.D.</u> <u>Gregory Giotta</u> <u>May 28, 1998</u> Reg. No.: 32,028 Signature Date</p>			
<p>10. Total number of pages to be recorded: 6 (1 page cover sheet and 5 page document).</p>			

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|--------------------------|---------------------------|
| (1) <u>Gideon Bollag</u> | (2) <u>Anne Crompton</u> |
| (3) <u>Anne North</u> | (4) <u>William Roscoe</u> |
| (5) <u>Sanju Sharma</u> | |

(hereinafter termed "Inventors"), residents of

- | | |
|---------------------------------|-----------------------------------|
| (1) <u>172 Catalina Drive</u> | (2) <u>2 Bellair Place</u> |
| (3) <u>584 Little Road</u> | (4) <u>3099 California Street</u> |
| (5) <u>2514 Piedmont Avenue</u> | |

respectively, Cities of

- | | |
|--------------------------|--------------------------|
| (1) <u>Hercules</u> | (2) <u>San Francisco</u> |
| (3) <u>Pleasant Hill</u> | (4) <u>San Francisco</u> |
| (5) <u>Berkeley</u> | |

respectively, Counties of

- | | |
|-------------------------|--------------------------|
| (1) <u>Contra Costa</u> | (2) <u>San Francisco</u> |
| (3) <u>Contra Costa</u> | (4) <u>San Francisco</u> |
| (5) <u>Alameda</u> | |

respectively, States of

- | | |
|-------------------------------|-------------------------------|
| (1) <u>California (94547)</u> | (2) <u>California (94133)</u> |
| (3) <u>California (94523)</u> | (4) <u>California (94115)</u> |
| (5) <u>California (94703)</u> | |

respectively, have invented certain new and useful improvements in:

**METHODS AND COMPOSITIONS FOR TREATING ABNORMAL CELL
GROWTH RELATED TO UNWANTED GUANINE NUCLEOTIDE EXCHANGE
FACTOR ACTIVITY**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. [X] Said application having SC/Serial Number 60/049,879 and filed on the 17th day of June, 1997.

WHEREAS ONYX Pharmaceuticals, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 3031 Research Drive, Richmond, California 94806, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said application; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing

and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) Gideon Bollag
Gideon Bollag

State of California)

County of Contra Costa)

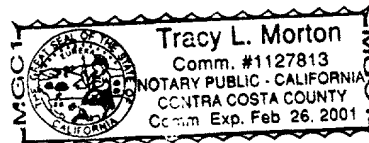
On 6/25/97 before me, Tracy L. Morton,
personally

(name and title of officer)

appeared Gideon Bollag, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tracy L. Morton



(2) Anne Crompton
Anne Crompton

State of California)

County of Contra Costa)

On 6/24/97 before me, Tracy L. Morton,
personally

(name and title of officer)

appeared Anne Crompton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tracy L. Morton



(3) Anne North
Anne North

State of California)

County of Contra Costa)

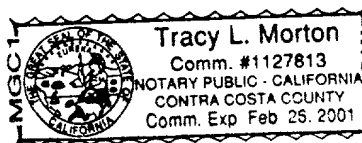
On 6/24/97 before me, Tracy L. Morton,
personally

(name and title of officer)

appeared Anne North, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tracy L. Morton



(4) William Roscoe
William Roscoe

State of California)

County of Contra Costa)

On 7/3/97 before me, Tracy L. Morton,
personally

(name and title of officer)

appeared William Roscoe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tracy L. Morton



(5) Sanju Sharma

State of CALIFORNIA)

County of ALAMEDA)

On 5/19/98 before me, Kimberly Serio,
personally

(name and title of officer)

appeared Sanju Sharma, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sanju Sharma

